

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

CEMENT MASON

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA
CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO, AND YUBA COUNTIES

FINAL

AGC/CEMENT MASONS

R E C E I V E D
Department of Industrial Relations

MASTER LABOR AGREEMENT

JUL 1 2009

2009-2013

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, made and entered into June 16, 2009, modifying and changing the Cement Masons' Master Agreement dated June 15, 2005, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. (AGC), hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN CALIFORNIA, herein and after referred to as the Union.

Section 15 Travel Expense/Travel Centers

For jobs bid on or after June 15, 2005, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No Employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that exist on June 28, 1999 in Exhibit A (1999 Travel Centers).

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each Employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid at the Federal Reimbursement rate

per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Individual Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

Section 16 Expense Out of Town

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at Individual Employer's option, pay the Employee per diem of sixty-five dollars (\$65.00) per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the Individual Employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

EXHIBIT A

1999 TRAVEL CENTERS

The "Traveling Centers" locations below are those area dispatch offices that existed on June 28, 1999.

<u>Local Union</u>	<u>City</u>	<u>Address</u>
400	Chico	818 Wall Street
300	Fresno	4831 East Shields Ave
300	Marina	751 Neeson Road
300	Modesto	2105 Lancey Drive
300	Oakland	8400 Enterprise Way
300	Pittsburg	274 East 10th Street
400	Redding	2865 Churn Creek
400	Sacramento	4044 North Freeway Blvd
400	San Jose	2102 Almaden Road
300	San Francisco	2660 Newhall Street
300	San Mateo	703 South B Street
300	Santa Rosa	1710 Corby Avenue
400	Stockton	2350 East Main Street
400	Vallejo	404 Nebraska Street

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